

CONFIDENTIALITY AGREEMENT
for
**Access to Information Technology Resources at the
Centers for Disease Control and Prevention**
and
Limitation on Disclosure of Sensitive Information
under
Contract No. xxxxxxxx

As an employee or sub contractor of <name of contractor>, **THE PARTICIPANT** requires a wide range of access to confidential information and federal information technology (IT) resources and information maintained by the Centers for Disease Control and Prevention, (**CDC**), an agency of the U. S. Department of Health and Human Services.

In consideration for the following mutual covenants, the parties agree as follows:

1. Within the context of CDC Contract No. xxxxxxxx, and in accordance with the terms of this agreement, **CDC** grants limited access to the following:
 - A. The federal information technology (IT) resources generally described in Table 1.
 - B. <Specific limitations or specifications relative to the agreement, such as: (A) "Access to data, systems, communications channels and other IT resources which are **not** directly tied to the testing and remediation of hardware is prohibited." or (B) "Datasets and/or public use data tapes derived from information collected under an Assurance of Confidentiality authorized by Section 308(d) of the Public Health Service Act, also listed in Table 1.">
 2. **THE PARTICIPANT** acknowledges that within the CDC environment, a variety of restricted access information is held, the vast bulk of which is categorized as "Sensitive but Unclassified", and that in the performance of CDC Contract No. xxxxxxxx, the participant may require access to such limited access information. Categories of limited access information include the following:
 - Health & health-related data on individuals, groups, entities, some of which identify individuals
 - Federal Privacy Act "systems of records"
 - Information exempted from release under Freedom of Information Act
 - Proprietary data
 - National Defense-related information
 - Information subject to contractual restrictions on access
 - Information covered by a Certificate or Assurance of Confidentiality (P.H.S. Act, Sects. 301(d) & 308(d))
 - Data collected under other specific legislative mandates (Tobacco, Transfer of biologicals, ...)
 - Data identified as pre-release, internal working papers, etc. of federal agency
- Therefore, **THE PARTICIPANT** further agrees to make no use of the identity of any person or establishment discovered inadvertently and advise **CDC** of any such discovery.
3. **THE PARTICIPANT** acknowledges the sensitive and confidential nature of the information covered by this agreement and agrees to employ all reasonable efforts to maintain such information secret and confidential, such efforts to be no less than the degree of care employed by <name of contractor> to preserve and safeguard <name of contractor>'s own information.
 4. **THE PARTICIPANT** agrees to utilize any information accessed through the performance of CDC Contract No. xxxxxxxx solely for the purpose of performing that Contract;
 5. **THE PARTICIPANT** has read and agrees to be bound by CDC policies and standards regarding confidentiality and use of federal IT resources (attached). Further, **THE PARTICIPANT** agrees to attend one hour of training by **CDC** on information security and the use of IT resources at **CDC**.
 6. **THE PARTICIPANT** agrees to refrain from any of the following prohibited uses:

- A. Disclosing, revealing, or giving to anyone information accessed under CDC Contract No. xxxxxxxxx except to employees of <name of contractor> who have a need for the information and who are bound to it by like obligation as to confidentiality, without the express written permission of CDC.
- B. Attempting to override or avoid security and integrity procedures and devices established by CDC, or its components, to control access to federal IT resources.
- C. Attempting to override or avoid security and integrity procedures and devices established by outside organizations to control access to their information systems and IT resources.
- D. Using hardware and/or software, or downloading software, that is not specifically authorized in writing by the Project Officer.
- E. Violating copyrights or software licensing agreements.
- F. Using CDC's name or logos to misrepresent, as falling under CDC auspices, personal materials or materials one produces on behalf of an approved group.
7. Upon expiration of this Agreement or CDC Contract No. xxxxxxxxx, **THE PARTICIPANT** agrees to destroy or return to CDC any information accessed through the performance of contract that falls under one or more of the categories listed under paragraph 2 above and that was copied, printed, or otherwise duplicated.
8. CDC has the capability and the authority to audit its federal IT resources, and under appropriate circumstances, monitor their use.
9. CDC may terminate this access with or without cause at any time without advance notice.
10. **THE PARTICIPANT'S** authorized access automatically expires at the end of the contract period, or sooner if so indicated in the space at the top of Table 1. A written renewal request must be submitted *two months* prior to the termination, with appropriate justification for each access to be continued. A new Agreement for Access and Limitation on Disclosure is required for each renewal.
11. The construction, interpretation, and performance of this Agreement shall be governed by U.S. Federal law. Violations of this agreement or misuse of CDC's federal IT resources may subject **THE PARTICIPANT** to criminal penalties in accordance with federal law (attached). In addition, **THE PARTICIPANT** understands that other federal laws and regulations govern CDC's maintenance and operation of these federal IT resources and may apply to **THE PARTICIPANT**.
12. I have read, understood, and agree to comply with the above statements.

Print Name: Last, First, MI (Person Requesting Access)

Print Name: Last, First, MI (Contractor's Official Witness)

Current Position

Position

Signature

Signature

Date: (mm/dd/yyyy)

Date: (mm/dd/yyyy)

<CIO Point of Contact or Project Officer>: _____ Date: _____

Copies of the following CDC Policy statements are to be provided to each person requesting access.

Employee Use of CDC Information Technology Resources (CDC-8, 11/5/99)

ADP Security Policy (Manual Guide--information Resources Management, No. CDC-3, 3/15/89)

18 U.S.C. Sections 641 and 1030.

Non-Disc Model.WPD

Table 1
Federal Information Resources Authorized¹

1	Unique User-Id Assigned by CDC:	Expiration of Access Date:	
3	Federal IT Resource Name or Description	Location	Authorizing Official(s)
5	Assuming authentication to the NDS Tree and the CDC Accounts domain, identify the server on which primary storage is housed.	CDC Novell 4 Ntwk, IRMO/xxx ²	Specify ³
7	Other LAN account(s)		Specify
9	CDC mainframe account		Specify
	CDC E-mail account		Specify
11	Internet Access		Specify
	CDC Intranet Access		Specify
13			
	<Name of each specific data set authorized>		<Name of person authorized to grant access to the data>
15			
17			
19			
21			
23			
25			

Authorized access to a specific resource does not imply authorized access to any other resource.

¹ For assistance contact: IRMO Help Desk, Clifton Rd., Bldg 16, Room 2xxx,(404) 639-nnnn, E-mail: xxxxxxxx@cdc.gov

² For assistance contact: IRMO Help Desk, Clifton Rd., Bldg 16, Room 2xxx,(404) 639-nnnn, E-mail: xxxxxxxx@cdc.gov

³ Give a name, address, phone and email address for Steward

Appendix I

Procedure to request / notify changes of access. Access to additional resources may be granted upon written request, as described in Appendix I, attached.

A written request shall be provided to <Title & Organization within Participant's home entity>, who will forward the request -- with her/his statement of support of the justification provided, to the <Title & Organization within CDC's sponsoring entity>, **CDC**.

If the requested access involves a physically separate or limited access device or dataset, the appropriate steward of that device / dataset shall be provided a copy of the request for review and authorization.

Upon acceptance of the request by all appropriate parties, an amendment to the Agreement for Access and Limitation on Disclosure will be executed, and a copy of any appropriate limitations on access and use will be provided. When this has been done, access will be provided.

If effective access not contained in Table 1 is recognized, or if another relationship is established with a CDC organization which may lead to additional access to federal IT resources at **CDC**, written notice of such shall be provided to the <Title & Organization within Participant's home entity> and to the <Title & Organization within CDC's sponsoring entity>, **CDC**.

Access gained outside of this procedure may result in termination of all access to federal IT resources at **CDC**.